

AG Contract No. KR01 0756TRN
ADOT ECS File No. JPA 01-67
Project: P0300 06P (TP13) (\$50,000.00)
G8994 04P (\$10,000.00)
Section: Apache Junction Small Area
Transportation Study

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF APACHE JUNCTION

THIS AGREEMENT is entered into 30 January, 2002, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF APACHE JUNCTION, acting by and through its MAYOR and CITY COUNCIL, (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 9-276 and 11-952 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City desire to jointly participate in selecting and hiring a consultant to conduct a Apache Junction small area transportation study, all in accordance with the Scope of Work, which is attached hereto as Exhibit A and made a part hereof, at an estimated cost of \$112,500.00, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 25121
Filed with the Secretary of State
Date Filed: 01/30/02
Betsy Bayless
Secretary of State
By Vicky D. Graenewald

II. SCOPE OF WORK

1. The State will:

a. Using State approved procurement procedures, participate with the City in the selection of a professional engineering transportation planning consultant to accomplish the Project.

b. Review Project progress reports and submittals and provide comments to the City or the consultant as appropriate. Review and approve the final report prior to the City's final payment to the consultant.

c. Contribute a maximum of \$60,000.00 to the Project. Be responsible for any consultant claims for extra compensation attributable to the State.

d. No more often than monthly, reimburse the City on an actual cost basis, in a total amount not to exceed \$60,000 00, within 30 days after receipt and approval of invoices

2. The City will:

a. Using State approved procurement procedures, advertise for, and with the concurrence of the State, select and hire a professional transportation planning consultant to accomplish the Project. Be the lead agency for the Project. Strictly comply with all state and federal procurement laws, rules and procedures.

b. Provide the State timely copies of Project progress reports and submittals, and insure the incorporation of State review comments. Provide the State a copy of the final report, and obtain the State's approval prior to making final payment to the consultant. Accept the final report on behalf of the parties hereto.

c. Be responsible for all Project costs over and above the State's share of \$60,000.00, in an amount currently estimated at \$52,500.00, and for any consultant claims for extra compensation attributable to the City.

d. No more often than monthly, invoice the State, in the form of Exhibit B, on an actual cost basis, with no profit or fee, in a total amount not to exceed \$60,000 00, for the State's share of the Project.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the award of a Project consultant contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Apache Junction
City Engineer
1001 N. Idaho Road
Apache Junction, AZ 85219

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

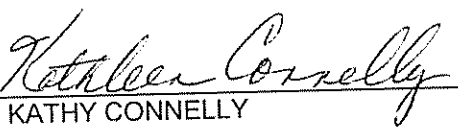
CITY OF APACHE JUNCTION

STATE OF ARIZONA
Department of Transportation

By 
DOUGLAS COLEMAN
Mayor

By 
MARY LYNN TISCHER, Director
Transportation Planning

ATTEST

By 
KATHY CONNELLY
City Clerk

APPROVAL OF THE APACHE JUNCTION CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF APACHE JUNCTION and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 20th day of NOVEMBER, 2001.

 Richard J. Stern

City Attorney

CITY OF APACHE JUNCTION SMALL AREA TRANSPORTATION STUDY

SCOPE OF WORK

Detailed Proposal - The consultant shall present a detailed proposal to the City of Apache Junction and its Technical Advisory Committee (TAC) for review and comment. The proposal will contain: an overview of the contemplated project, identification and experience of consultant staff assigned to the project, work flow charts, project schedules, map of study area, traffic counts and turn-movement locations, and all major streets and highways to be included in the study area. The consultant will develop a transportation vision statement and identify several transportation goals and associated measurable objectives for each goal.

The study area for this scope of work includes the developed and undeveloped property within the Apache Junction City limits. The area of particular emphasis for this study is bounded by U.S. 60 on the north, the future Meridian Drive alignment on the west, the future Barkley Road alignment on the east and the future Ray Avenue alignment on the south.

Current Conditions - Background information on land use patterns, travel data and behavior, street condition, right-of-way, financial resources, demographic and socio-economic characteristics will be identified and evaluated as follows:

Current land use patterns, as identified in the City of Apache Junction General Plan and any other plans prepared by County or State government concerning the study area will be analyzed with attention focused on key transportation demand variables such as, but not limited to, population (resident, seasonal, and tourists), employment, existing and planned special traffic generators and unique characteristics of the study area.

Existing street and highway conditions will be documented, evaluated and projected into the study area.

Travel behavior and demand will be estimated, documented and analyzed utilizing *TRANPLAN* or *TRANSCAD* as the forecasting software for this purpose.

Roadway infrastructure costs shall be projected for the study area.

The City of Apache Junction will supply the consultant with copies of available information regarding the study area. The consultant shall contact ADOT and Pinal County regarding the availability of additional information such as but not limited to aerial photographs, future planning documents, etc.

The Current Conditions data shall serve as the foundation for proceeding with further analysis as contemplated in the Future Conditions section of the study.

Future Conditions – The consultant shall review and analyze development concepts and plans, the general land use plan, other available materials, input from City staff, TAC and the public in preparing the transportation plan. It is expected the consultant will be creative when factoring transportation into the marketing of future economic development opportunities in the study area. The consultant shall also consider future land use patterns as well as projected population and employment centers outside the city limits yet within a one-mile distance from the study area boundaries. The consultant shall utilize *TRANPLAN or TRANSCAD* in forecasting transportation infrastructure needs based on future land use patterns and other criteria.

Land use projections will be translated into projected travel demands. Functional street classifications corresponding to the travel projections will be identified. Future federal aid road designations will be identified and evaluated. Logical connections to enhance motorized circulation shall be recommended. Potential problem areas will be identified along with the solutions and estimated costs.

Financial alternatives necessary to implement the plan will be identified. Alternatives include but are not limited to: Highway User Revenue Fund (HURF), Surface Transportation Program (STP), Local Transportation Assistance Fund (LTAF), Pinal County Sales Tax, methods of private/public involvement, and developer contributions. The consultant shall evaluate the potential revenue streams with respect to the transportation infrastructure needs forecast through *TRANPLAN or TRANSCAD*.

By analyzing the above information, the consultant will document the future principal transportation conditions, infrastructure requirements, and critical transportation issues in the study area.

Documentation will consist of a hardcopy working paper, including all salient supporting documentation, as well as an electronic version submitted to the City of Apache Junction in a suitable Windows format.

Public Participation - The consultant shall solicit and document public input. This will include interviews with local and county elected officials and staff, planning commissioners, Central Arizona Council of Governments staff, Chamber of Commerce, Federal Bureau of Land Management, Arizona State Land Department, U. S. Forest Service, civic and environmental clubs and other appropriate stakeholders. Applicable working papers may be mailed to such representatives to solicit comments. At least one public hearing must be held in conjunction with a regular Planning and Zoning Commission. The consultant shall be required to attend a City of Apache Junction, City Council work session and/or regular meeting regarding the transportation plan.

Special Topics - To facilitate the consultant's effort, the City of Apache Junction has identified the following list of special topics. These shall be addressed in the transportation plan.

Interchange Improvements - The consultant will evaluate the U.S. 60 corridor within the study area and particularly examine the need for future interchange improvements at: Mountain View, Goldfield, Tomahawk, Idaho and Ironwood.

Safety Audit - Identify areas, which provide opportunities for safety improvements. The analysis shall include, but not be limited to, sight distance, signing, striping, guardrail, lighting, intersection geometry and speed. Traffic accident experience including patterns and severity for the most recent three-year period shall be studied where applicable. Recommended safety improvement strategies along with potential funding sources will be included in the audit.

Development/Design Standards – Since the study area is primarily undeveloped State property, the consultant shall develop standards by which future developers will be required to prepare a traffic impact analysis for new development.

The consultant shall develop roadway design and material standards for the principle roadways. The consultant shall also suggest landscape and hardscape themes for the right-of-way adjacent to these principle roadways. These concept documents and sketches shall be consistent with the City of Apache Junction Land Use Plan.

Environmental Justice – Consider environmental justice as it relates to minority and low-income populations and proposed projects.

Transit Module – The consultant shall review all existing reports, produced within the last 10 years, pertaining to mass transit studies/efforts in the City of Apache Junction and Pinal County. The consultant shall synthesize the existing documentation. The consultant shall prepare a work plan, which includes a comprehensive outline indicating the steps to be followed in establishing a public transit program. The work plan shall identify funding sources and critical transit issues requiring detailed study and analysis.

Analysis of U.S. 60 Turnback – With the potential future installation of a freeway located to the south of the current Gold Canyon area, the city anticipates the state will relinquish to it, the existing highway 60 which bisects the current Gold Canyon area. The consultant shall review city demands as a result of the future turnback of U.S. 60 from the new interchange to the study area boundary. This analysis shall include projected maintenance needs, safety and access issues.

Potential Funding Sources - Identify and categorize funding sources for recommended improvements to include cycles, contacts, eligible uses etc.

Study Products - Required products include a Transportation Plan and a Transportation Improvement Program (TIP). The transportation plan shall include policies, strategies and facilities to accommodate future travel demands by describing an efficient future transportation system in the undeveloped study area. The plan shall also address improvements to the current transportation network located within the study area. The consultant shall identify, address and evaluate State and regional facilities functions. The consultant shall demonstrate, through the financial plan element, how the transportation plan can be implemented.

The TIP shall be consistent with the transportation plan. The TIP shall identify and prioritize specific projects based on the transportation plan. The Transportation Improvement Program will list all projects by their administering jurisdiction and will include route name, begin-end termini, year needed, total length, estimated cost, constant or current dollars, source of cost estimate, current/forecast AADT, problem(s) and solution(s).

The consultant shall sufficiently address the Special Topics. The consultant shall document the identified new infrastructure requirements, costs, revenue forecasts, benefits and financing of recommended transportation actions for both products. Special consideration shall be given to methods of implementing the plan, such as procedures to

protect future rights-of-way, approaches to maintain levels of service and financing measures.

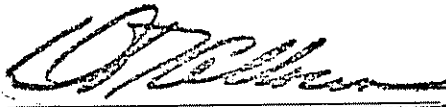
Documentation will consist of integrating the approved working papers and major products into the final report. An executive summary will also be prepared. The final report will be an adjunct to the City of Apache Junction General Land Use Plan. Documentation shall also include submission of electronic media in a Windows form and version acceptable to the City of Apache Junction.

Revised 5-2-01

RESOLUTION

BE IT RESOLVED on this 22nd day of April 2001, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona, that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Apache Junction for the purpose of conducting a small area transportation study.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning for approval and execution.

A handwritten signature in dark ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

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ATTORNEY GENERAL

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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR01-0756TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED: January 17, 2002.

JANET NAPOLITANO
Attorney General

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ggt

Enc.

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